Hoang Anh Gia Lai Myanmar Co., Ltd.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ... မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
စာအမှတ် ၁၁၃၉၃
ရက်စွဲ ၁၈.၁၁.၂၀၁၃

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၅၂၅ / ၂၀၁၂ ၂၀၁၂ ခုနှစ်၊ နိုဝင်ဘာလ [illegible] ရက်

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၁၀ အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည်-

ဒ်မဂ္ဂင်အစည်းအဝေး ၂/၂၀၁၃ (၅-၄-၂၀၁၃) ဖြတ်ချက်အရ မတည်ရင်းတိုးမြှင့်သည်။

(က) ကမကထပြုသူ၏အမည် MR. LE HUNG

(ခ) မည်သည့် နိုင်ငံသား VIETNAMESE

(ဂ) နေရပ်လိပ်စာ 144/7 D. DIEN BIEN PHU STREET, WARD 25, BINH THANH DISTRICT, HO CHI MINH CITY, VIETNAM

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အောင်နိုင်ဦး)
ညွှန်ကြားရေးမှူးချုပ်

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ HOANG ANH CONSTRUCTION AND DEVELOPMENT HOUSE JOINT STOCK COMPANY, 783 TRAN XUAN SOAN STREET, TAN HUNG WARD, DISTRICT 7, HO CHI MINH CITY, VIETNAM

(င) ဖွဲ့စည်းရာအရပ် SOCIALIST REPUBLIC OF VIETNAM

(စ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်လုပ်ငန်းအမျိုးအစား ဟိုတယ်လုပ်ငန်း နှင့် ရုံးခန်းများပါသော စီးပွားရေးဆိုင်ရာ အဆောက်အဦ၊ ရုံးခန်းအဆောက်အဦ၊ အဆင့်မြင့် လူနေအိမ်ခန်း အဆောက်အဦများ ဆောက်လုပ်၍ လုပ်ငန်းဆောင်ရွက်ခြင်း

(ဆ) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ခွင့်ပြုသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ၁၉၂၊ ကမ္ဘာအေးဘုရားလမ်း၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း အမေရိကန်ဒေါ်လာ သန်း ~~၃၀၀~~ ၄၄၀

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ကော်မရှင်ခွင့်ပြုမိန့် ရရှိပြီး (၆)နှစ်အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ သန်း ~~၃၀၀~~ ၄၄၀ နှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၃၀ နှစ်

(ဌ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် စီးပွားရေး အဖွဲ့အစည်းအမည် HOANG ANH GIA LAI MYANMAR COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

Republic of the Union of Myanmar
Form (2)
Sr. No. 11593
Dated 30th-11-2012
Myanmar Investment Commission

The Myanmar Investment Commission

PERMIT

Permit No. 525 /2012

Date 30 November 2012

The Myanmar Investment Commission issues this Permit under Section 10 of the Republic of the Union of Myanmar Foreign Investment Law-

nded as per
solution made
MIC at its
eting (12/2013)
ted 5-4-2013.

For Chairman
ing Naing Oo)
rector General

(a) Name of Promoter MR. LE HUNG

(b) Citizenship VIETNAMESE

(c) Address 144/7 D, DIEN BIEN PHU STREET, WARD 25, BINH THANH DISTRICT, HO CHI MINH CITY, VIETNAM

(d) Name and Address of principal Organization HOANG ANH CONSTRUCTION AND DEVELOPMENT HOUSE JOINT STOCK COMPANY, 783 TRAN XUAN SOAN STREET, TAN HUNG WARD, DISTRICT 7, HO CHI MINH CITY, VIETNAM

(e) Place of incorporation SOCIALIST REPUBLIC OF VIETNAM

(f) Type of business in which investment is to be made CONSTRUCTION AND OPERATION OF HOTEL, COMMERCIAL CENTER, OFFICE BUILDING AND SERVICED APARTMENT

(g) Place(s) at which investment is permitted NO. 192, KABA AYE PAGODA ROAD, BAHAN TOWNSHIP, YANGON REGION

(h) Amount of foreign capital US$ ~~300~~ 440 MILLION

(i) Period for bringing in foreign capital WITHIN SIX YEARS FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ ~~300~~ 440 MILLION

(k) Permitted duration of investment 30 YEARS

(l) Name of the economic organization to be formed in Myanmar HOANG ANH GIA LAI MYANMAR COMPANY LIMITED

Chairman

The Myanmar Investment Commission

Confidential

THE REPUBLIC OF THE UNION OF MYANMAR

MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : Ya Ka-1/Na-713/ 2012(11593) Tel: 067-406334,406075

Dated : 30 November 2012. Fax: 067-406333

Subject: **Decision of the Myanmar Investment Commission on the proposal for " construction and operation of hotel, commercial center, office building and serviced apartment," under the name of " Hoang Anh Gia Lai Myanmar Company Limited "**

Reference: Hoang Anh Gia Lai Myanmar Company Limited Letter No. 25082012 . Mya . doc dated (25-8-2012)

1. The Myanmar Investment Commission, at its meeting (36/2012) held on (29-11-2012) had approved the proposal for investment in " construction and operation of hotel, commercial centre ,office building and serviced apartment , "submitted by" Hoang Anh Construction and Development House Joint Stock Company " of the Socialist Republic of Vietnam as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VI, Section 10 of the Republic of the Union of Myanmar Foreign Investment Law and Chapter VI, Article 13 of the Procedures relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the whole project shall be initial 30 years and extendable two consecutive terms of 15(fifteen) years , totally 60 years (exclusive of the construction period of Phase I) commencing from the date of official opening of the first building of Phase I of the Project. At the end of this period, Hoang Anh Gia Lai Myanmar Company Limited shall transfer the whole assets to Directorate of Hotels and Tourism under the Ministry of Hotels and Tourism without any consideration in a well maintained condition.

4. Hoang Anh Gia Lai Myanmar Company Limited shall be completed and opened for the Phase I including the Commercial Centre & Office

Building(1), and the Five Star Hotel within 36(thirty-six)months from the date of ground breaking of the first building of Phase I. The date of the ground breaking of the first building of the Phase I shall be within 6 months after signing of the Build, Operate and Transfer Contract (B.O.T Contract)and the Land Lease Agreement with Directorate of Hotels and Tourism (DHT).

5. However, the Hoang Anh Gia Lai Myanmar Company Limited shall need to re-submit the Phase II project to the Myanmar Investment Commission within two years after getting of the Permit of the Myanmar Investment Commission , with the consultation of the Ministry of Hotels and Tourism , subject to the decision of the Myanmar Investment Commission Meeting held on (36/2012) dated (29-11-2012) .

6. The date of official opening of the Phase II shall be within 78(seventy-eight)months from the date of the singing of the B.O.T Contract and the Land Lease Agreement.

7. Hoang Anh Gia Lai Myanmar Company Limited shall provide the land use premium to the amount of US$ 54.393 million (United States Dollar fifty-four million, three hundred and ninety-three thousand only) in favour of Directorate of Hotels and Tourism in three instalments as follow:-

(a) the first instalment of 30% (thirty) percent of the total Land Use Premium amounting to US$ 16.318 million (United States Dollar sixteen million, three hundred and eighteen thousand cent only) shall be paid within 90 days from the signing of the B.O.T Contract.

(b) the second instalment of 30%(thirty)percent of total the Land Use Premium amounting to US$ 16.318 million (United States Dollar sixteen million, three hundred and eighteen thousand only) shall be paid on the date of ground breaking for the first building of Phase I and not later than 6(six) months from the date of signing of the B.O.T Contract.

(c)the final instalment of 40% (forty) percent of total the Land Use Premium amounting to US$ 21.757 million(United States Dollar twenty-one million, seven hundred and fifty-seven thousand only) shall be paid on the date of ground breaking for the first building of Phase II and not later than 42(forty-two) months from the date of signing of the B.O.T Contract.

8. Hoang Anh Gia Lai Myanmar Company Limited shall pay the annual land rent of Five Star Hotel on the 5% of "gross income" or "minimum guarantee payment which is US$ 679,627 (United States Dollar six hundred and seventy -nine thousand, six hundred and twenty- seven only)" whichever is higher from the date of official opening of the Hotel paid to Directorate of Hotels and Tourism or within 42(forty-two) months from the date of signing of the B.O.T Contract.

9. The annual land lease rate for the Commercial Centre & Office Building (1) shall be paid to Directorate of Hotels and Tourism to the amount of US$ 2,130,721(United States Dollar two million , one hundred and thirty thousand , seven hundred and twenty-one only)calculated at the rate of US$ 18 per square meter per annum on the total net lettable area of 38365.40 square meter for Commercial Centre and 80008.00 square meter for Office Building (1) within 42(forty-two) months from the date of the signing of the B.O.T Contract and Lease Agreement.

10. For the remaining buildings to be constructed in Phase II , the annual rent for the land shall be paid to Directorate of Hotels and Tourism to the amount of US$ 3,522,449 (United States Dollar three million, five hundred and twenty-two thousand, four hundred and forty-nine only) calculated at the rate of US$ 18 per square meter per annum on the net lettable area of 147,897.88 square meter for four serviced Apartments and 47793.78 square meter for the Office Building(2) within 78(seventy-eight) months from the date of the signing of the B.O.T Contract and Land Lease Agreement. The rate of rent of the whole Project shall be reviewed and revised in view of prevailing land lease rates every 5(five)years and the rate of increase shall not be more than 15% of the preceding annual rent.

11. In issuing this "Permit," the Commission has granted , amongst the followings, exemptions and reliefs as per Section 21(a)(i) and (j) of the Republic of the Union of Myanmar Foreign Investment Law. Other exemptions and reliefs under Section 21 shall have to be applied upon the actual performance of the project;

(a) As per section-21(a), exemption from income tax up to 36 (thirty - six) consecutive months starting from the month of commencement of commercial operation.

(b) As per section-21(b), exemption from income tax on profits of the business if they are maintained in a reserve fund and re-invested there in within one year after the reserve is made.

(c) As per section-21(c), right to accelerate depreciation in respect of machinery, equipment, building of other capital assets used in the business to the extent of the original value for the purpose of income- tax assessment.

(d) As per section-21(d),relief from income tax up to 50 percent on profits accrued from exports, following a 3-year tax holiday period.

(e) As per section-21(e), right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.

(f) As per section-21(f), right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.

(g) As per section-21(g), right to deduct from the assessable income such expense incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State, only after 3 years tax holiday period.

(h) As per section-21(h), right to carry forward and set-off up to three consecutive years from the year the loss is sustained following the enjoyment of exemption from income-tax, in accordance with Section-4 of the Income Tax Amendment Law, 1991.

(i) As per section-21(i), exemption from customs duty and all other internal taxes on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.

(j) As per section-21(j), exemption from customs duty and all other internal taxes on such raw materials which are actually

required for operation of the business shall be granted within three years of commercial operation following the period of construction.

12. Hoang Anh Gia Lai Myanmar Company Limited shall have to sign the Build, Operate and Transfer Contract and the Lease Agreement with the Directorate of Hotels and Tourism under the Ministry of Hotels and Tourism. After signing of such Agreements, (5) copies shall have to be forwarded to the Commission.

13. Hoang Anh Gia Lai Myanmar Company Limited shall provide in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.

14. For registration and obtaining necessary license to operate the hotel services, in accordance with the Myanmar Hotels and Tourism Law and other related Laws, Hoang Anh Gia Lai Myanmar Company Limited shall follow the procedures of the respective Ministries.

15. For the construction and operation of the project, Hoang Anh Gia Lai Myanmar Company Limited is required to get the permission for buildings the comments from concerned originations by submitting detailed design in accordance with the codes, specifications and regulations that are applied in the Republic of the Union of Myanmar and to submit the final detail Design of the Project to the Yangon City Development Committee (YCDC) and Committee for Quality Control of High-Rise Building Construction Projects Projects(CQHP).

16. Hoang Anh Gia Lai Myanmar Company Limited shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.

17. The official date of the operation of the project shall be reported to the Commission.

18. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal. Hoang Anh Gia Lai

Myanmar Company Limited shall have to consult with Directorate of Labour, Ministry of Labour, Employment and Social Security for appointment of such foreign experts and technicians.

19. In order to evaluate foreign capital in terms of Kyats and for the purpose of its registration in accordance with the provisions under Section-24 of the Republic of the Union of Myanmar Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where.the account is opened;

(b) the detailed lists of the type and value of foreign capital defined under Section-2(h)of the said Law, other than foreign currency.

20. Whenever Hoang Anh Gia Lai Myanmar Company Limited brings in foreign capital defined under Section-2(h) of the said Law, other than foreign currency in the manner stated in paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

21. After all types of foreign capital (foreign currency and other types of foreign capital) have been brought into Myanmar, a report shall have to be submitted to the Commission as prescribed, vide Letter No. Na-Ya 9/101/92(416) dated 3-12-92 [Annexure (1)].

22. Hoang Anh Gia Lai Myanmar Company Limited shall have the right to conduct account transfer in exchanging foreign currency into Kyat and vice-versa as per para 20 of the Notification No. 40/2011 issued by the Government of the Republic of the Union of Myanmar, dated 30 September 2011.

23. Hoang Anh Gia Lai Myanmar Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

24. Hoang Anh Gia Lai Myanmar Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. Hence, it shall observe the directive issued by the Commission vide Letter No. Ya Ka-1/139/94(0440) dated 30-6-94 [Annexure(2)] to undertake all proper treatment systems and other necessary environmental control systems. In addition to this, it shall carry out as per comments made by Ministry of Environmental Conservation and Forestry in which to draw Environmental Management Plan suggested by Initial Environment Examination (IEE) in order not to affect an environment and public health and shall abide to Environmental Law.

25. Payment of principal and interest of the loan(if any) as well as payment for import of raw materials and spare parts etc., shall only be made out of the official foreign exchange earnings of Hoang Anh Gia Lai Myanmar Company Limited .

26. Hoang Anh Gia Lai Myanmar Company Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter VIII, Article15 of the Procedures relating to the Republic of the Union of Myanmar Foreign Investment Law.

(Soe Thane)

Chairman

Hoang Anh Gia Lai Myanmar Company Limited

cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Office of the Yangon Region Government
3. Chairman, Yangon City Development Committee
4. Ministry of National Planning and Economic Development
5. Ministry of Finance and Revenue
6. Ministry of Commerce
7. Ministry of Construction
8. Ministry of Foreign Affairs
9. Ministry of Home Affairs
10. Ministry of Hotels and Tourism

11. Ministry of Communication, Information and Technology
12. Ministry of Immigration and Population
13. Ministry of Labour, Employment and Social Security
14. Ministry of Environmental Conservation and Forestry
15. Ministry of Electric Power
16. Chairman, Committee for Quality Control of High-Rise Building Construction Projects
17. Director General, Directorate of Investment and Company Administration
18. Director General, Directorate of Human Settlement and Housing Development
19. Director General, Directorate of Hotels and Tourism
20. Director General, Department of Fire Services
21. Director General, Customs Department
22. Director General, Internal Revenue Department
23. Managing Director, Myanma Foreign Trade Bank
24. Managing Director, Myanma Investment and Commercial Bank
25. Managing Director, Myanma Insurance
26. Managing Director, Myanma Electric Power Enterprise
27. Director General, Directorate of Trade
28. Director General, Immigration and National Registration Department
29. Director General, Directorate of Labour
30. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

To

The Chairman,
Building (32), Myanmar Investment Commission,
Nay Pyi Taw.

Reference No: 18032013.Mya.doc

Date: 18th Mar 2013

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's -

(a)	Name	Mr. Le Hung
(b)	Father's name	Mr. Le Van Chinh
(c)	National registration No./ Passport No.	P.P No. B 1647115
(d)	Citizenship	Vietnamese
(e)	Address	144/7D Dien Bien Phu, Ward 25, Binh Thanh Dist, Ho Chi Minh City, Vietnam.
(f)	Name of principal organization	HOANG ANH CONSTRUCTION AND DEVELOPMENT HOUSE JOINT STOCK COMPANY
(g)	Type of business	Real estate business; building houses and other civil engineering works; consultancy, brokerage and auction of real estate & land use right; trading in construction materials and equipment; trading in rubber.
(h)	Place of organization	783 Tran Xuan Soan Street, Tan Hung Ward, Dist 7, Ho Chi Minh City, Vietnam.
(i)	Place of incorporation	Vietnam

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a)	Name	-
(b)	Father's name	-
(c)	National registration No.	-
(d)	Citizenship	-
(e)	Address	-

(f) Name of principal organization -
(g) Type of business -
(h) Place of organization -
(i) Place of incorporation -

Type of business in which investment is to be made-

(a) Production -
(b) Services Business of opening and operating hotels, office buildings, serviced apartments, commercial centers

(to indicate name of goods or type of services)

3. Form of economic organization-

(a) Sole proprietorship -
(b) Partnership -
(c) Limited Company **HOANG ANH GIA LAI MYANMAR COMPANY LIMITED**

(to enclose the list of the name, citizenship, address and designation of the executives of the organization, indication of the local and foreign capital ratio) (**Annex A**)

5. If the organization is in the form of a partnership-

(a) Capital ratio and amount to be contributed by the partners -
(b) Profit sharing ratio -
(c) Rights and liabilities of partners -

6. If the organization is in the form of a limited company—

(a) Authorized capital US$- **450,000,000**
(b) Types of shares Ordinary Share
(c) Share capital to be subscribed by the shareholders US$- **440,000,000**

7. Particulars relating to the organization in which investment is to be made-

(a) Amount of capital-

	Equity (US$)	Equ:(Kyat)
		(US$1=K 820)
(1) Amount of local capital to be contributed	-	
(2) Amount of foreign capital to be brought in	440,000,000	360,800,000,000
Total	**440,000,000**	**360,800,000,000**

(b) Amount of foreign capital to be brought in-

	Equity (US$)	Liability (US$)	Total (US$)	Equivalent (Kyat) (US$ 1= K.820)
(1) Foreign currency	12,902,770	6,021,797	18,924,567	15,518,144,940
(2) Others	287,097,230	133,978,203	421,075,433	345,281,855,060
Total	300,000,000	140,000,000	440,000,000	360,800,000,000

(c)	Period for bringing in items mentioned in sub-paragraph (b)	6 years
(d)	Proposed duration of investment	30+15+15 Years
(e)	Construction period	Stage 1 with 3 years for developing Five Star Hotel, Commercial Center and Office Building 1. Stage 2 with 3 years for developing Serviced Apartment and Office Building No.2 Total: 6 years.
(f)	Commencement of construction	Within one year after receiving MIC permit

8. Particulars relating to the proposed economic organization--

(a)	Type of business (to indicate production/services etc.)	Business of opening and operating hotels, office buildings, serviced apartments, commercial centers
(b)	Proposed place(s) at which investment is to be made	No. 192, Kaba Aye Pagoda Road, Bahan Township, Yangon Region, The Republic of the Union of Myanmar.
(c)	Technique of operation	High-rise building technique is required
(d)	Annual fuel requirements (to indicate type/quantity)	
(e)	Annual electricity requirement	Annex B
(f)	Annual water requirement (to indicate daily requirement, if any)	Annex C
(g)	Annual equipment/raw materials requirement (to enclose a list of type/quantity/value)	Annex D1, D2, D3, D4, D5, D6, D7, D8

(h)	Building requirement	Annex E
(i)	Type of land and area requirement	18.131 acres equivalent to 73,358.026 sqm
(j)	Goods to be produced/services to be rendered	Hotel accommodation, convention hall, restaurant, catering service, office for lease, serviced apartment, retail shops and other entertainment activities, etc.

(to indicate name, type, annual estimated quantity and value of goods/services)

(k)	System of sales	100% local income

9. Details of foreign capital to be brought in-

		Equity (US$)	Liability (US$)	Total (US$)	Equ: Kyat (1US$=K820)
(a)	Foreign currency	12,902,770	6,021,797	18,924,567	15,518,144,940
(b)	Value of Machineries, (to enclose detail statement)	14,300,074	6,673,927	20,974,001	17,198,680,820
(c)	Value of Sanitary Ware	7,025,442	3,278,815	10,304,257	8,449,490.740
(d)	Value of Tools	10,728,512	5,007,059	15,735,571	12,903,168,220
(e)	Value of office equipment	209,449	97,751	307,200	251,904,000
(f)	Value of making project	6,163,686	2,876,628	9,040,314	7,413,057,480
(g)	Value of Land Use Premium	37,085,147	17,307,853	54,393,000	44,602,260,000
(h)	Value of Building	211,584,920	98,736,170	310,321,090	254,463,293,800
	Total (a+b+c+d+e+f+g+h)	**300,000,000**	**140,000,000**	**440,000,000**	**360,800,000,000**

10. Details of local capital to be contributed --

		US$
(a)	Amount of cash	-
(b)	Value of machineries and equipment (to enclose detail statement)	-
		-
(c)	Buildings/Land	-
(d)	Value of furniture and office equipment (to enclose detail statement)	-
		-
(e)	Value of raw materials (to enclose detail statement)	-
		-
	Total	

11. Particulars relating to annual production/services-

	Foreign Currency	Estimated Kyat Equivalent
(a) Type and value of foreign exchange required	Annex F	
(b) Amount of foreign exchange to be received	Annex F	
(c) Amount of working capital requirement	Annex F	
(d) Value of annual income from goods/ services	Annex G	

12. List of personnel required for the proposed economic organization

(a) Local personnel required **Annex H**

(b) Foreign experts and technicians required **Annex H**

13. Particulars relating to economic justification-

		Foreign Currency	Estimated Kyat Equivalent
(a)	Annual income	**Annex K**	
(b)	Annual expenditure	**Annex L**	
(c)	Annual net profit	**Annex L**	
(d)	Yearly investments	**Annex M**	
(e)	Recoupment period	**05 Years**	
(f)	Other benefits (to enclose detail calculations)	**Annex N1, N2**	
(g)	To mention prospects of new employment opportunities/ local and foreign market conditions/foreign exchange savings	**Annex N1, N2**	

14. Supporting documents for the proposal--

The following documents are attached for the proposed investment--

(a) Draft contract;

(b) References for business and financial standing;

(c) Drafts of Memorandum of Association and Articles of Association.

Signature ------------------------------------

Name ------------------------------------

Designation. ------------------------------------

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ ရက- ၆(ခ)/န-၇၁၃/၂၀၁၂ (၁၁၄၄၆)

ရက်စွဲ၊ ၂၀၁၂ ခုနှစ်၊ နိုဝင်ဘာလ ၂၇ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့

တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **Hoang Anh Gia Lai Myanmar Co., Ltd . မှ အဆောက်အဦများ ဆောက်လုပ်ကာ နိုင်ငံတကာအဆင့်မီ ဟိုတယ် လုပ်ငန်း နှင့် စီးပွားရေး ဆိုင်ရာ အဆောက်အအုံများ ဆောက်လုပ်၍ ငှားရမ်းခြင်း လုပ်ငန်းအား BOT စနစ်ဖြင့် လုပ်ငန်း ဆောင်ရွက်ခွင့် ပြုပါရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။ ဗီယက်နမ်နိုင်ငံ ၊ Hoang Anh Construction and Development House Joint Stock Company (HAGL) သည် မြန်မာနိုင်ငံတွင် Hoang Anh Gia Lai Myanmar Co., Ltd. တည်ထောင်၍ ရန်ကုန်မြို့၊ဗဟန်းမြို့နယ်၊ ကမ္ဘာအေးဘုရားလမ်းပေါ်ရှိ မြေဧရိယာ ၁၈.၁၃၁ ဧက(၇၃၃၇၂.၅၃ စတုရန်းမီတာ) တွင် Hoang Anh Gia Lai - Myanmar Centre အမည်ဖြင့် နိုင်ငံတကာ အဆင့်မီ ဟိုတယ် လုပ်ငန်း နှင့် စီးပွားရေး ဆိုင်ရာအဆောက်အအုံများ ဆောက်လုပ်၍ ငှားရမ်းခြင်းလုပ်ငန်း ဆောင်ရွက် ခွင့်ပြုပါရန် ဟိုတယ်နှင့် ခရီးသွား လာရေး လုပ်ငန်း ဝန်ကြီးဌာနမှ တစ်ဆင့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင် သို့ အဆိုပြုလွှာ တင်ပြလာပါသည်။

၂။ အဆိုပြုချက်နှင့်အတူ ရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့်အညီ ပြင်ဆင်ထားသည့် Hoang Anh Gia Lai Myanmar Co., Ltd. နှင့် ဟိုတယ်နှင့် ခရီးသွား ညွှန်ကြားမှု ဦးစီးဌာန တို့အကြား ချုပ်ဆိုမည့် B.O.T စာချုပ် (မူကြမ်း) နှင့် မြေငှားစာချုပ်(မူကြမ်း) တို့အား တင်ပြထားပါသည်။

၃။ လုပ်ငန်း၏ စုစုပေါင်း ရင်းနှီးမြှုပ်နှံမှုပမာဏမှာ US$ သန်း ၃၀၀ ဖြစ်ပြီး ၎င်းတွင် ငွေသား US$ ၁၈.၉၁၈ သန်း၊ စက်ပစ္စည်းတန်ဖိုး US$ ၂၁.၀၃၀ သန်း၊ Sanitary Ware တန်ဖိုး US$ ၁၀.၃၀၄ သန်း၊ စက်ကိရိယာ(Tools) တန်ဖိုး US$ ၁၅.၇၃၅ သန်း ၊ ရုံးအသုံးအဆောင်ပစ္စည်း တန်ဖိုး US$ ၀.၃၀၇ သန်း၊ စီမံကိန်းလုပ်ငန်းသုံးငွေ US$ ၉.၀၄၀ သန်း၊ မြေအသုံးပြုခ ပရီမီယံကြေး US$ ၅၄.၃၉၃ သန်း နှင့် အဆောက်အဦတန်ဖိုး US$ ၁၇၀.၂၆၉ သန်းတို့ ပါဝင်ပါသည်။

၄။ လုပ်ငန်း၏ သက်တမ်းကာလအဖြစ် ကနဦး နှစ် (၃၀) နှင့် (၁၅) နှစ် (၂)ကြိမ် သက်တမ်းတိုးခွင့်ပြုရန် တင်ပြထားပါသည်။

၅။ စီမံကိန်းတည်ဆောက်ရေးလုပ်ငန်းများအား အဆင့် (၂) ဆင့်ဖြင့် ဆောင်ရွက်မည် ဖြစ်ပြီး တည်ဆောက်ရေးကာလမှာ(၆)နှစ်ဖြစ်ပြီး ကော်မရှင် ခွင့်ပြုမိန့်ရရှိပြီး (၁)နှစ် အတွင်း စတင်

လျှို့ဝှက်

ဆောင် ရွက်မည် ဖြစ်ပါသည်။ စီမံကိန်းအဆင့်အလိုက် တည်ဆောက်မည့် အဆောက်အဦများမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

ပထမအဆင့် (Phase I)

(က)	Commercial Centre & Office Building (1)	(၁)လုံး	(၂၇) ထပ်၊ ရုံးခန်း (၅၈၅) ခန်း။
(ခ)	Five Star Hotel	(၁)လုံး	(၂၃)ထပ် ၊ အခန်း (၄၁၄) ခန်း။

ဒုတိယအဆင့် (Phase II)

(က)	Service Apartments (၂၈ ထပ် နှင့် အိမ်ခန်း ၆၀၇ ယူနစ်)	(၄)လုံး	(၂၈)ထပ် ၊ စုစုပေါင်း အိမ်ခန်း (၂၃၉၆) ယူနစ်။
(ခ)	Office Building (2)	(၁)လုံး	(၂၅)ထပ် ၊ အခန်း (၃၅၄) ခန်း။

၆။ Hoang Anh Gia Lai Myanmar Co., Ltd.မှ စီမံကိန်း ပထမအဆင့်အား B.O.T စာချုပ်လက်မှတ်ရေးထိုးပြီးသည့်နေ့မှ (၄၂) လ အတွင်း တရားဝင်ဖွင့်လှစ်ဆောင်ရွက်မည် ဖြစ်ကြောင်းနှင့် စီမံကိန်းဒုတိယအဆင့်အား B.O.T စာချုပ် လက်မှတ်ရေးထိုးသည့်နေ့မှ (၇၈) လ အတွင်း တရားဝင်ဖွင့်လှစ်၍ လုပ်ငန်းဆောင်ရွက်သွားမည် ဖြစ်ကြောင်း တင်ပြထားပါ သည်။

၇။ အဆိုပြုလုပ်ငန်း အတွက် Hoang Anh Gia Lai Myanmar Co., Ltd. မှ မြေအသုံးပြုခ ပရီမီယံကြေး US$ ၅၄.၃၉၃ သန်းအား ဟိုတယ်နှင့် ခရီးသွားညွှန်ကြားမှုဦးစီးဌာနသို့ (၃)ရစ်ခွဲ၍ ပေးသွင်းမည်ဖြစ်ပြီး B.O.T စာချုပ်လက်မှတ်ရေးထိုးသည့်နေ့မှ (၄၂)လ အတွင်း အကျေပေးသွင်းမည် ဖြစ်ကြောင်း တင်ပြထားပါသည်။မြေအသုံးပြုခ ပရီမီယံကြေး ပေးသွင်းမည့် အစီအစဉ်များအား အောက်ပါအတိုင်း တင်ပြထားပါသည်-

(က) ပထမအရစ်အဖြစ် US$ ၁၆.၃၁၈ သန်း (၃၀ %) အား B.O.T စာချုပ်ချုပ်ဆိုသည့် နေ့မှ ရက်ပေါင်း (၉၀)အတွင်း ပေးသွင်းရန်၊

(ခ) ဒုတိယအရစ် US$ ၁၆.၃၁၈ သန်း(၃၀ %) အား Phase-I ၊ ပထမအဆောက်အဦ၏ ပန္နက်ရိုက်သောနေ့(သို့မဟုတ်) B.O.T စာချုပ် ချုပ်ဆိုသည့် နေ့မှ (၆) လ ထက် နောက်မကျစေဘဲ ပေးသွင်းရန်၊

(ဂ) တတိယအရစ် US$ ၂၁.၇၅၇ သန်း (၄၀%) အား Phase-II ၏ ပထမအဆောက်အဦပန္နက်ရိုက်သောနေ့ (သို့မဟုတ်) B.O.T စာချုပ် ချုပ်ဆို သည့်နေ့မှ (၄၂) လ အတွင်း ပေးသွင်းရန် တင်ပြထားပါသည်။

၈။ Hoang Anh Gia Lai Myanmar Co., Ltd. မှ မြေဧရိယာ ၁၈.၁၃၁ ဧက (၇၃၃၇၂.၅၃ စတုရန်းမီတာ) အတွက် နှစ်စဉ် မြေငှားရမ်းခ အဖြစ် US$ ၆.၃၃၂ သန်းအား ဟိုတယ်နှင့် ခရီးသွားညွှန်ကြားမှုဦးစီးဌာန သို့ ပေးသွင်းမည်ဖြစ်ပြီး အဆောက်အဦအလိုက် နှစ်စဉ် ပေးချေမည့် မြေငှားရမ်းခနှုန်းထားများအား အောက်ပါအတိုင်း တွက်ချက် တင်ပြထားပါသည် -

(က) Five Star Hotel - အကြမ်းဝင်ငွေ (gross income) ၏ ၅% (သို့မဟုတ်) US$ ၆၇၉,၆၂၇ အနက် များသော ငွေပမာဏ

(ခ) total net lettable of Commercial Centre - US$ ၆၉၀,၅၇၇ (၃၈၃၆၅.၄၀ စတုရန်းမီတာ x ၁၈ US$)

(ဂ) total net lettable of Office Building(1) - US$ ၁,၄၄၀,၁၄၄ (၈၀၀၀၈.၀၀ စတုရန်းမီတာ x ၁၈ US$)

(ဃ) total net lettable of Service Apartments - US$ ၂,၆၆၂,၁၆၁ (၁၄၇၈၉၇.၈၈စတုရန်းမီတာ x ၁၈ US$)

(င) total net lettable of Office Building(2) - US$ ၈၆၀,၂၈၈ (၄၇၇၉၃.၇၈စတုရန်းမီတာ x ၁၈ US$)

၉။ ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့၏ အစည်းအဝေးအမှတ်စဉ် (၄၀/၂၀၁၂)မှ အဆိုပြုလုပ်ငန်းသည် မြို့ပြစီမံကိန်း နှင့် ကိုက်ညီမှုရှိကြောင်း၊ အဆင့်မြင့်ဟိုတယ်၊ စီးပွားရေး အဆောက်အဦ နှင့်ရုံးခန်းများ၊ ဝန်ဆောင်မှုလုပ်ငန်း အဆောက်အအုံများ တည်ဆောက် သွားမည် ဖြစ်ပါသဖြင့် ပြည်သူတို့၏ လူမှုစီးပွားရေးကို များစွာအထောက်အကူ ဖြစ်စေပါကြောင်း၊ သဘာဝ ပတ်ဝန်းကျင် ထိခိုက်မှုမရှိသည့် လုပ်ငန်းအမျိုးအစားဖြစ်ပြီး အဆိုပြုလုပ်ငန်း လည်ပတ် လုပ်ကိုင်ပါက ပြည်သူများ အလုပ်အကိုင် ၊ အခွင့်အလမ်း ပိုမိုရရှိစေပြီး ဒေသစီးပွားရေး ဖွံ့ဖြိုးမှု ကိုပါ များစွာအကျိုးရှိစေပါကြောင်း နှင့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းသစ် ဆောင်ရွက် မှုအား ခွင့်ပြု သင့်ပါကြောင်း ထောက်ခံတင်ပြထားပါသည်။ **(နောက်ဆက်တွဲ-က)**

၁၀။ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ မှ Hoang Anh Gia Lai Myanmar Co., Ltd. မှ အဆိုပါမြေကွက်အတွင်း Commercial Centre & Office Building (1) (Basement (၂) ထပ်+၂၈ထပ်)(၁)လုံး၊ Office Building (2) (၂၆ ထပ်+ Basement) (၁)လုံး၊ Condominium (၂၉ ထပ်+ Basement)(၄)လုံး၊ Five Star Hotel (၂၃

ထပ်+Basement)(၁)လုံး တည်ဆောက်မည့် ပုံစံတင်ပြခြင်းအား စိစစ်ခဲ့ရာတွင် Condominium (၄)လုံးတွင် Basement (၁)ထပ်သာ Car Parking ထားရှိသဖြင့် လုံလောက်မှု မရှိကြောင်း၊ Road/Building ratio ကိုက်ညီမှုမရှိကြောင်း၊ Floor Area Ratio:5 ဖြင့် တင်ပြထားသည်ကို စိစစ်တွေ့ရှိရပါကြောင်း ၊ သို့ပါ၍ လုပ်ငန်းဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းနှင့် စပ်လျဉ်း၍ Condominium (၄)လုံး အတွက် လုံလောက်သည့် Car Parking ထားရှိရန် ၊ Road/Building ratio ကိုက်ညီအောင် ဆောင်ရွက်ရန် နှင့် Floor Area Ratio အများဆုံး (2) အထိသာ ဆောင်ရွက်စေသင့်ပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။ **(နောက်ဆက်တွဲ-ခ)**

၁၁။ အထပ်မြင့် အဆောက်အအုံ တည်ဆောက်ရေးစီမံကိန်းများ ကြီးကြပ်စစ်ဆေးရေး ပညာရှင်အဖွဲ့ (CQHP)မှ အဆိုပြုလုပ်ငန်း တင်ပြချက်တွင် ပါရှိသည့်လုပ်ငန်းများအား Technical ပိုင်းဆိုင်ရာများစစ်ဆေးရန် အတွက် Conceptual Design Stage ၊ Preliminary Design Statg ၊ Final Design Stage ဟူ၍ အဆင့်များခွဲ၍ စစ်ဆေးရန် လိုအပ်ပါကြောင်း၊ ယခုပေးပို့လာသည့် ပုံစံနှင့် စာရွက်စာတမ်းများသည် Conceptual Design Stage အဆင့်သာရှိသည့် ပုံစံများ ဖြစ်ပါကြောင်း၊ CQHP အနေဖြင့် ဗိသုကာပိုင်းဆိုင်ရာ၊ရေသန့်နှင့် လျှပ်စစ်ပိုင်းဆိုင်ရာများကို စစ်ဆေးမှု ပြုခဲ့ပါကြောင်း၊ အဆောက်အဦ ဆောက်လုပ်ရန် လိုအပ်သည့် Structural Design နှင့် တွက်ချက်မှုများ ပါဝင်ခြင်း မရှိပါ၍ Structure ပိုင်းဆိုင်ရာ ဖြစ်သော ခိုင်ခံ့မှုပိုင်းဆိုင်ရာ စစ်ဆေးမှု ပြုလုပ်ခြင်း မပြုလုပ်နိုင်ခဲ့ပါကြောင်း နှင့် Conceptual Design Stage တွင် ဖော်ပြပါရှိသည့် အချက်များနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားပြန်ကြားထားပါသည်-

(က) Conceptual Design အနေဖြင့် သင့်တော် လက်ခံနိုင်သော Proposal ဖြစ် ပါ ကြောင်း၊

(ခ) အထပ်မြင့် အဆောက်အဦ တည်ဆောက်ခွင့် ရရှိရေး အတွက် အထပ်မြင့် အဆောက်အဦ တည်ဆောက်ရေးစီမံကိန်းများကြီးကြပ်စစ်ဆေးရေး ပညာရှင်အဖွဲ့တွင် လက်ရှိကျင့်သုံးနေသည့် Code နှင့် Specification များ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ဒီဇိုင်းပုံစံထုတ်၍ သက်ဆိုင်ရာ အဖွဲ့ အစည်းများထံ လိုအပ်သလို ရင်းနှီးမြှုပ်နှံသူများမှ တင်ပြခွင့်ပြုချက် ရယူရန် လိုအပ်မည် ဖြစ်ပါကြောင်း နှင့်

(ဂ) Imported Building Material List အနေဖြင့် ဒီဇိုင်းပုံစံများ အပြည့်အစုံရှိမှသာ မှန်ကန်နီးစပ်သော စာရင်းရရှိနိုင်မည် ဖြစ်ပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။ **(နောက်ဆက်တွဲ-ဂ)**

၁၂။ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန မှ ဟိုတယ်တည်ဆောက်စဉ် ကာလ (Preparation period) နှင့် လုပ်ငန်းဆောင်ရွက်မည့်ကာလ (Operation period) များတွင် ဆူညံသံ၊စွန့်ပစ်ပစ္စည်း၊ ရေဆိုးစွန့်ပစ်မှု စသည့် ပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုများ ရှိနိုင်မည် ဖြစ်ပါကြောင်း ၊ ပတ်ဝန်းကျင်ထိခိုက်မှု ရှိ/မရှိကို ကနဦးပတ်ဝန်းကျင် စစ်ဆေးမှု (Initial Environmental Examination-IEE)အား ကျွမ်းကျင်ပညာရှင်များဖြင့် လေ့လာဆန်းစစ်ပြီး ၊ လျော့ပါးစေမည့် နည်းလမ်းများ ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှုဆိုင်ရာ စီမံချက် (Environmental Management Plan)ရေးဆွဲတင်ပြကာ စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော်ဆောင်ရွက်ရန် နှင့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာဆောင်ရွက်ရန် လိုအပ်ပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။ **(နောက်ဆက်တွဲ-ဃ)**

၁၃။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် ပုံမှန်နှစ် (သတ္တမနှစ်) တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံး စရိတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

		US$(သန်း)
(က)	ဝင်ငွေ	၆၆.၅၉
(ခ)	အသုံးစရိတ်	၄၁.၀၀
(ဂ)	အသားတင်အမြတ်	၁၆.၆၉

၁၄။ လုပ်ငန်း၏ အရင်းကြေကာလမှာ (၂၀) နှစ် ဖြစ်ပြီး အရင်းအနှီးအပေါ် အကျိုး အမြတ် ပြန်ပေါ်နှုန်း (IRR) မှာ ၅% ဖြစ်ပါသည်။

၁၅။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်မှ ရရှိမည့် အကျိုးအမြတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

		US$(သန်း)
(က)	မြေငှားရမ်းခ	၆.၃၃
(ခ)	ဝင်ငွေခွန်	၅.၅၆
(ဂ)	ကုန်သွယ်လုပ်ငန်းခွန်	၃.၃၃

၁၆။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပထမနှစ်တွင် ပြည်တွင်းဝန်ထမ်း (၄၅၀) ဦး နှင့် ပြည်ပ မှ ဝန်ထမ်း (၇၂) ဦး၊ စုစုပေါင်း (၅၅၂) ဦး ခန့်ထားမည် ဖြစ်ပါသည်။

၁၇။ Hoang Anh Construction and Development House Joint Stock Company သည် ဗီယက်နမ်နိုင်ငံ၊ စီမံကိန်းနှင့်ရင်းနှီးမြှုပ်နှံမှု ဦးစီးဌာန၊ Business Registration Office တွင် ID အမှတ်-၀၃၀၂၇၀၅၃၂၇ ဖြင့် မှတ်ပုံတင်ထားသည့် ကုမ္ပဏီ ဖြစ်ကြောင်း အထောက်အထားနှင့်အတူ မြန်မာသံရုံး ထောက်ခံချက်ကိုပါ ပူးတွဲတင်ပြထားပါသည်။

ကုမ္ပဏီဒါရိုက်တာနှင့်အစုရှင်များ၏နေရပ်လိပ်စာစာရင်း

စဉ်	ကုမ္ပဏီအမည်	ဒါရိုက်တာ/အစုရှင်များ၏ အမည်	ဒါရိုက်တာ/အစုရှင်များ၏ ဆက်သွယ်ရန်လိပ်စာ
၁	Hoang Anh Gia Lai Myanmar Co., Ltd.	(၁) Hoang Anh Construction and Development House Joint Stock Company (HAGL) (Incorporated in Vietnam) (Representative By) Mr. Lee Hung Director PP No. B 1647115 Vietnamese	144/7 D Dien Bien Phu Street, Ward 25,Binh Thanh Dist,Ho Chi Minh City,Vietnam.
		(၂) Mr. Cao Duy Thing Director P P No. B 6276123 Vietnamese	1/48, Thanh Da Street,Ward 27, Binh Thanh Dist , Ho Chi Minh City,Vietnam.

၁။ ဆက်သွယ်ရမည့်တယ်လီဖုန်းနံပါတ်၊ ဖက်စ်နံပါတ် - -

၂။ ဆက်သွယ်ရမည့် လိပ်စာအပြည့်အစုံ - 144/7 D Dien Bien Phu Street, Ward 25, Binh Thanh Dist, Ho Chi Minh City,Vietnam.

၃။ ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်၊ရာထူး - Mr. Lee Hung
Director

၄။ ကုမ္ပဏီအနေဖြင့်ဆောင်ရွက်သည့်လုပ်ငန်းများ - နိုင်ငံတကာအဆင့်မီ ဟိုတယ် နှင့် စီးပွားရေး ဆိုင်ရာ အဆောက်အအုံများ ဆောက်လုပ်၍ လုပ်ငန်းဆောင်ရွက်ခြင်း။

၅။ ကုမ္ပဏီမှတ်ပုံတင်အမှတ်/နေ့စွဲ - -

၆။ ကုမ္ပဏီမှတ်ပုံတင် သက်တမ်းကုန်ဆုံးသည့်နေ့စွဲ - -

၇။ ဘဏ်အမည်နှင့်ဘဏ်စာရင်းအမှတ် - -

THE SOCIALIST REPUBLIC OF VIETNAM
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LOAN AGREEMENT

NO.: 2000 – LDS – 2013

Pursuant to the Credit Agreement (lending by investment project) No. 2000-LAV-201302293 dated April 18, 2013 by and between Vietnam Export Import Commercial Joint Stock Bank - Main Transaction Office No.1 and Hoang Anh Gia Lai Construction And Development House Joint Stock Company and Hoang Anh Gia Lai Myanmar Company Limited (hereinafter referred to as the Credit Agreement);

Upon agreement of the parties;

Today, April 18, 2013, at Vietnam Export Import Commercial Joint Stock Bank – Main Transaction Office No.1, we:

1. The Lender (hereinafter referred to as Party A):

1.1 Vietnam Export Import Commercial Joint Stock Bank – Main Transaction Office No.1 (Eximbank)

Address	:	66 Pho Duc Chinh Street, Nguyen Thai Binh, District 1, HCMC
Tel.	:	08.38210055, Fax: 08.38215371
Represented by Mr./Mrs.	:	**NGUYEN QUOC HUONG**, Title: Director of Main Transaction Office No.1

Under Power of Attorney No. 188/2012/EIB/UQ-TGD dated June 11th, 2012 by the Chief Executive Officer

1.2 Sai Gon Thuong Tin Commercial Joint Stock Bank – Main Transaction Office No.1

Address	:	266-268 Nam Ky Khoi Nghia, Ward 8, District 3, HCMC
Tel.	:	08.35266000, Fax: 08.38480360

With the "Lead Bank" being VIETNAM EXPORT IMPORT COMMERCIAL JOINT STOCK BANK – MAIN TRANSACTION OFFICE NO.1 as representative to sign the Agreement

2. The Borrower (hereinafter referred to as Party B):

Hoang Anh Gia Lai Myanmar Co., Ltd.

Address	:	192 Kaba Aye Pagoda Street, Bahan District, Yangon, Myanmar
Business Incorporation No.	:	248 DC/2012-2013 issued on Dec 06, 2012 by Ministry of National Planning and Economic Development of Myanmar
Operating License No.	:	261/2012 issued on Dec 06, 2012 by Ministry of National Planning and Economic Development of Myanmar
Represented by Mr./Mrs.	:	**Le Hung**
Title	:	General Director under the Resolution of the Company's Management on April 03, 2013

3. Borrower's Owner (hereinafter referred to as Party C):

Hoang Anh Gia Lai Construction And Development House Joint Stock Company (HAGL Land)

Address	:	783 Tran Xuan Soan Street, Tan Hung Ward, District 7, Ho Chi Minh City

Business Registration No.	:	0302705327 issued on June 04 2007 by Ho Chi Minh City Department of Planning and Investment and registered for the 25th revision on Jan 15, 2013
Represented by Mr./Mrs.	:	**Vo Truong Son**
Title	:	Director under the Resolution of the General Meeting of Shareholders No. 26/NQDHDCD dated March 29, 2013

Hereby enter into the Loan Agreement (hereinafter collectively called the "Agreement") with the following contents:

Article 1. Lending amount, currency and purpose:

1.1. Lending amount and currency:

a) In figures: 140,000,000 USD.

b) In words: One hundred and forty million USD dollars.

The lending amount includes the loan of 24,000,000 USD (In words: twenty-four million US dollars) disbursed under the Credit Agreement (lending by investment project) No. 2000-LAV-201302025 dated 09/4/2013, and the Loan Application Agreement No. 2000-LDS-201305296 dated 10/4/2013.

1.2. Lending purpose: To make investment in the Project of investing, constructing, operating and exploiting the complex of trade center, office building, five-star hotel and serviced apartments at No.192, Kaba Aye Pagoda, Bahan District, Yangon, Myanmar under the Investment License No. 525/2012 dated Nov 30, 2012 issued by Myanmar's Investment Committee to Party C.

Article 2. Disbursement

2.1. Party A makes a one-time disbursement or multiple disbursement up to 116,000,000 USD (In words: one hundred and sixteen US dollars) into Party C's account for overseas investment at Party A. Party A will block such disbursement and 24,000,000 USD having been disbursed under the agreements stated in item 1.1 of Article 1 herein. To avoid doubt, the total amount disbursed and blocked by party A is 140,000,000 USD (in words: one hundred and forty million US dollars).

2.2.Party B and C are allowed to use the amount mentioned in point a of this item upon satisfaction of the following conditions:

a) Party A, B and C conduct evaluation of the progress of the investment in the project and the use of the previous disbursement;

b) Complete the loan security procedures as defined in Article 7 of this Agreement;

c) Before using the loan, Party B and C make detailed plan of using the loan to send to the Lead Bank; provide the Lead Bank with sufficient legal documents and dossiers related to the loan application.

2.3.Release of the disbursement: Upon its satisfaction of the conditions as defined in item 2.2 of this Article, Party C will conduct the procedures so that the Lead Bank transfers the released disbursement into the account No. 200015148000029 of Party B at Eximbank - Main Transaction Office No.1 in accordance with the schedule approved in the Account Registration Form and progress of transfer of funds for overseas investment by the State Bank of Vietnam.

Article 3. Loan tenor

Loan tenor: 120 months; from disbursement date.

Including the principal grace period which is: 36 months

Article 4. Principal and interest repayment period

4.1. Principal repayment period:

The principal shall be repaid in multiple periods, each of which is 03 months apart. At the last repayment, Party B and C must repay the entire outstanding principal of the loan.

4.2. Interest repayment:

4.3. Premature principal repayment:

In case of premature repayment, Party B and Party C must send a written request which is accepted by Party A.

Article 5. Lending interest rates

5.1. Lending interest rate: USD London Interbank Offered Rate for 03 months (Libor 3 months) at the disbursement time plus (+) a margin of **7.8%** p.a

5.2. Overdue interest rate:

The overdue interest rates shall be 150% of the lending interest rates as identified in Article 5.1 of this Article.

5.3. The lending interest rate is revised periodically as provided for in the Credit Agreement;

5.4. The interest to be paid for each period is calculated as follows:

$$\text{Interest payable} = \frac{\text{interest-bearing loan balance x lending IR (per annum) x actual No. of days of the interest-bearing period}}{360}$$

5.5.Party A calculates and collects interests by automatically debiting Party C's investment fund management account or others held at the Lead Bank. Party B bears the responsibility for keeping track of and making transfer for paying interests to Party C's investment fund management account with the Lead Bank.

5.6. Otherwise, Party B and Party C shall be liable to penalty for late interest repayment. The penalty amount shall be determined as follows:

$$\text{Penalty amount} = \frac{\text{Unpaid interest x penalty interest rate (i.e. 150\% of the normal lending IR (per annum)) x days of late interest payment}}{360}$$

<u>Article 6</u>. Restructuring the repayment period and converting to overdue debts

6.1 In case of restructuring the repayment period (loan extension, loan repayment rescheduling), Party B and Party C must send a request for restructuring the loan repayment period to Party A no later than 10 (ten) days before maturity. Party A reserves the right to approve or reject to restructure the loan repayment period. The notice of such approval or rejection must be sent in writing

by Party A to Party B and Party C within 03 (three) days from the date of request receipt but before the maturity date.

6.2 If, from the due date of the principal or interests according to the schedule or expiry of the loan period, Party B and Party C fail to repay the loan which has been restructured the repayment period by Party A (loan repayment rescheduling or loan extension), all outstanding principal of the loan shall be classified into a proper debt group in correspondence with regulations of the State Bank of Vietnam. The applicable interest rate to the principal whose debt group is changed in such case is the normal rate as specified in item 5.1 Article 5 of this Agreement.

6.3 If Party B and Party C fail to make repayment for 1 (one) principal and/or interests payment period without Party A's consent of restructuring the repayment period, the principal which is not repaid on schedule shall be converted as overdue as set out in this Article.

6.4. If, from the due date of the principal according to the schedule or expiry of the loan period, Party B and Party C fail to fully repay the principal on schedule, the unpaid principal shall be converted as overdue and subject to the interest rates as follows:

a) Overdue interest rate shall be applied to the outstanding principal of the period which Party B and Party C fail to repay on schedule;

b) Normal interest rate shall be applied to the principal of the undue period.

6.5. If the date of repayment (principal and interests) is on Sundays, holidays, or any non-business days of Party A, the following business day shall be the due date and interest is counted until the actual repayment date.

Article 7. Security method

Subject to the provisions of relevant Security Contract(s).

Article 8. Rights and obligations of Party A

8.1. Party A is entitled to:

a) Request Party B, Party C to furnish documents relating to the loan application as follows:

(i) Documents evidencing the fund use purposes in line with this Agreement;

(ii) On quarterly basis:

- Reports on business and production activities;
- Quarterly financial statements, and detailed notes to the financial condition;
- Reports on the borrowing situation and income sources for repayment;
- Report on the project execution progress.

b) Conduct post-lending checking with respect to Party B, Party C and the project to ensure the loan safety;

c) Automatically debit deposit account(s) of various types of Party C at Party A or request the credit institution where Party C opens its deposit accounts of different types, to debit Party C's account to make transfer to Party A for loan recovery (principal, interests, penalties and other arising costs) without Party C's right of objection if Party B and Party C fail to repay or fully repay the loan upon due (without any other agreement or approval of Party A) or Party B and Party C violate the terms and conditions of this Agreement upon Party A's notice of early loan recovery. Such debit must be informed in writing by Party A to Party B and Party C after execution;

d) Settle the collaterals by the methods as agreed in the Security Contract, and other relevant documents for loan recovery;

e) Take legal proceedings against Party B, Party C, and the Guarantor in accordance with laws upon their breach of committed obligations;

f) Use or provide information concerning Party B, Party C, the repayment obligations and security assets to any other third parties as permitted by prevailing laws, provisions of this Agreement, and other relevant documents.

8.2. Party A is obliged to:

a) Comply with the agreements in this Agreement, Credit Agreement, Security Contract, appendices, suggestion, guarantee commitment, and other loan application agreements, written agreements, minutes or contract of agreement amendment and supplementation, and other supporting commitments and documents (if any);

b) Make loan disbursements to Party B and Party C on schedule as defined in this Agreement, Credit Agreement, appendices and other commitments;

c) Archive credit files in accordance with law stipulations.

8.3. Other rights and obligations as defined in the Credit Agreement and law stipulations

<u>Article 9</u>. Rights and obligations of Party B, Party C

9.1. Party B and Party C are entitled to:

a) Request Party A to make disbursements on schedule and obey its obligations as set out in this Agreement;

b) Refuse Party A's requests which are not agreed in this Agreement, Loan Contract, Security Contract, contract appendices, suggestion, guarantee commitment, and other loan contracts, written agreements, minutes of contract amendment and supplementation, and commitments.

c) Take legal proceedings against Party A as regulated by law if Party A breaches its obligations as undertaken in this Agreement, or make any violations which affect legal rights and benefits of Party B and Party C.

9.2. Party B and Party C are obliged to:

a) Supply documents concerning the loan application to Party A as required in this Agreement and take responsibility for the accuracy of the provided information and documents;

b) Cooperate with Party A to perform inspection after lending; comply with requirements of Party A upon its inspection of the use of the loan and other information of Party B and Party C;

c) Use the loan for the right purposes; arrange fund sources to repay to Party A upon receipt of pre-mature loan repayment request from Party A;

d) Cooperate with Party A to perform the procedures of settling the security assets in accordance with the methods as agreed in the Security Contract and other relevant documents to repay to Party A;

e) Party B and Party C must timely provide to Party A information about:

(i) Changes affecting or threatening the value of the security assets, project implementation timeline and the possibility to recover the investment amount from the project;

(ii) Changes in capital, assets affecting the financial capability of Party B, Party C and other changes related to the performance of the repayment obligation (principal, interest, penalty) to Party A;

(iii) Changes in the name of the organization, opening (closing) pf deposit account at Party A and other credit institutions; changes in the status of operation or legal status: dissolution, bankruptcy, termination of operation, division, merging, transformation, privatization, etc., owners, personnel: member of the Management Board, Board of Members, Board of Directors, legal representative, Chief Accountant;

f) Duly perform the agreements as committed in this Agreement, Security Contract, appendices, arrangements, Amendment/Supplementation Minutes or Contract and other enclosed commitments and documents;

g) Before changing the form of ownership, division, separation, unification, merger, Party B and Party C must pay up the principal and interest to Party A. Otherwise, Party B and Party C will conduct procedures to transfer the debt and liabilities to the new owner;

h) During the time Party B and Party C have not paid up the principal and interest, they are not allowed to sell, pass on, dispose assets and/or investment project without written consent of Party A;

i) Not to use the assets formed from the investment project to secure any other obligations of Party B, Party C, or any other entities or individuals if Party B's loan (including the principal,

interest, overdue interest, penalty, charges, etc.) has not been paid up in accordance with this Agreement without the acceptance of Party A.

j) Allow Party A to use and provide information related to Party B, repayment obligation, security asset to any third party within the permitted scope of prevailing law, this Agreement and other relevant documents.

9.3. Other rights and obligations as provided for by law.

Article 10. Payment priority order

In case Party B and Party C fail to repay the principal and interest, Party A will decide the priority order of principal and interest payment in accrodance with law stipulations.

Article 11. Currency used in the credit relation

11.1 Party B and Party C receiving the loans in any foreign currency shall make repayment (principal, interest, overdue interest, penalty for late interest repayment and arising fees (if any)) in the same currency, unless otherwise agreed by the parties. Party B and Party C must balance their own foreign currency source to repay the loan to Party A.

11.2 The application of the exchange rate to determine the ratio of the credit amount and the value of the security asset will be decided by the Lead Bank, but not higher than the rate widely announced by the Lead Bank at the time of determination.

Article 12. Notices

12.1 All notices and communications during the course of implementation of this Agreement must be sent by the Parties to the addresses as stated in this Agreement, Security Contract and notices of address changes;

12.2 The notices should be sent via: wire, telegram, fax, email, post or directly to any staff of Party B, Party C or the Guarantor;

12.3 All notices and communication shall be deemed to have been received upon report or confirmation via wire, telegram, fax, direct mail;

12.4 Notices and debt reminders are also be made via SMS, mobile phone or fixed phone of Party B, Party C or managers of Party B and Party C. However, all notices shall only be deemed legal if they are made in writing and in the form of wire, telegram, fax, email, post or direct mail.

Article 13. Assignment

13.1 Party A has the right to, by a written notice prior to at least 7 business days to Party B, Party C and relevant parties, assign this Agreement without the consent of Party B;

13.2 Party B and Party C shall only transfer this Agreeement upon written approval of Party A.

Article 14. Indemnification due to breaches of the Agreement

Notwithstanding of the above, Party B and Party C must compensate Party A for all damages incurred to Party A due to the failure of Party B and Party C to exercise all or part of their obligations. The indemnity is inclusive of the interests, and costs paid or to be paid for the loans to cover the unpaid amounts by Party B and Party C.

Party A must indemnify Party B and Party C for all damages incurred by Party B and Party C as a result of Party's failure to perform part or all of its obligations. The indemnity will be deducted from the principal or interests in Party B and Party C's accounts at the time of such indemnification.

Article 15. Governing laws and dispute settlement

15.1 This Agreement, Credit Agreement, Security Contract, other specific loan application agreement(s) and other related documents and agreements are understood and construed in accordance with Vietnamese laws;

15.2 All disputes arising from or in connection with this Agreement (if any) shall be negotiated and discussed by the parties for appropriate solutions. Otherwise, Party B and Party C unconditionally and irrevocably agree to give Party A full discretion to select the jurisdiction for dispute resolution. If Party A chooses the arbitration mechanism, all disputes arising out of or in connection with this Agreement will be settled at the Vietnamese International Arbitration Centre in addition to Vietnamese Chamber of Commerce and Indsutry in accordance with arbitration rules of this Centre.

This Loan Agreement shall be an integral part of the Credit Agreement, made into 03 Vietnamese and 03 English counterparts, of which representatives of the Lenders, the Borrower and Borrower's Owner shall keep 01 Vietnamese and 01 English.

Ho Chi Minh City, day 18 month 04 year 2013

VIETNAM EXPORT - IMPORT COMMERCIAL JOINT STOCK BANK – MAIN TRANSACTION OFFICE NO.1 (PARTY A)
Director of Main Transaction Office No.1
(signature and stamp)

NGUYỄN QUỐC HƯƠNG

HOANG ANH GIA LAI MYANMAR (PARTY B)
Director
(signature and stamp)

Lê Hùng

HOANG ANH CONSTRUCTION & DEVELOPMENT HOUSE JOINT STOCK COMPANY, VIET NAM (PARTY C)
Director
(signature and stamp)

GIÁM ĐỐC
Võ Trường Sơn

The Government of the Republic of the Union of Myanmar
Ministry of National Planning and Economic Development
Directorate of Investment and Company Administration
Office No. (32), Naypyitaw.

Letter No: Ya Ka-8 (Ka) 023/2012 (13056 - Sa)
Dated. December , 2012.

Mr. Le Hung
Director,
Hoang Anh Gia Lai Myanmar Company Limited.
No. 192, Kaba Aye Pagoda Road, Bahan Township, Yangon.

Subject : **Issue of Permit No. 261/2012 dated 6th December, 2012 to Hoang Anh Gia Lai Myanmar Company Limited.**

1. A permit granted by the Ministry of National Planning and Economic Development, under Section 27 (A) of the Myanmar Companies Act, issued **Hoang Anh Gia Lai Myanmar Company Limited** is herewith forwarded with the conditions under which the company is to carry on business.

2. **Hoang Anh Gia Lai Myanmar Company Limited** is, in addition, to adhere to the prescribed conditions under which the company is to conduct business required to comply with the requirement for filing with and submission to the Director General of Directorate of Investment and Company Administration every year under the Myanmar Companies Act.

For Director General,
(Nang Yi Yi Than - Director)

Copy to-

Director General
Internal Revenue Department.

Managing Director
Myanma Foreign Trade Bank.

Managing Director
Myanma Investment and Commercial Bank.

Assistant General Manager
Myanma Economic Bank,
Nay Pyi Taw.

Hoang Anh Gia Lai Myanmar Co., Ltd.

Gia Lai M...

ORIGINAL

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
FORM 1
FORM OF PERMIT
(See section 27 A)

Permit No. 261/2012

Date 6th December, 2012

The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the HOANG ANH GIA LAI MYANMAR COMPANY LIMITED in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Hoang Anh Gia Lai Myanmar Company Limited.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No. 192, Kaba Aye Pagoda Road, Bahan Township, Yangon.
(4)	The object for which the company is formed (field of business).	To carry out business of opening and operating hotels, office buildings, serviced apartments, commercial centers.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	Ks. 254,200,000,000 /- divided into 25,420,000 shares of Ks. 10,000 /- each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	December 6, 2012 to December 5, 2015.
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

ဟိုတယ်-အင်း(န်)
HOTEL INN

(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No. 192, Kaba Aye Pagoda Road, Bahan Township, Yangon.
(4)	The object for which the company is formed (field of business).	To carry out business of opening and operating hotels, office buildings, serviced apartments, commercial centers.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	Ks. 254,200,000,000 /- divided into 25,420,000 shares of Ks. 10,000 /- each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	December 6, 2012 to December 5, 2015.
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

ဟိုတယ်-အင်း(န်)
HOTEL INN

By order

(AUNG NAING OO)

Director General

Directorate of Investment and Company Administration

ရုံးတံဆိပ်

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : Hoang Anh Gia Lai Myanmar Company Limited

Presented by : Mr. Cao Duy Thinh
Managing Director,

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Mr. Le Hung	Vietnamese P.P No. B 1647115	144/7D Dien Bien Phu Street, Ward 25, Binh Thanh Dist, Ho Chi Minh City, Vietnam.	Businessman	Director
2.	Mr. Cao Duy Thinh	Vietnamese P.P No. B 6276123	1/48 Thanh Da Street, Ward 27, Binh Thanh Dist, Ho Chi Minh City, Vietnam.	Businessman	Managing Director
3.	Ms. Nguyen Thi Huyen	Vietnamese P.P No. B 4459302	04 Nguyen Nhac Street, Quy Nhon City, Binh Dinh Province, Vietnam.	Businesswoman	Appointed as Deputy Director (Finance Manag w.e.f

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Hoang Anh Gia Lai Myanmar Co., Ltd.

Signature ....

Designation ....Mr. Cao Duy Thinh Managing Director..........

Mr. Cao Duy Thinh
Managing Director
Hoang Anh Gia Lai Myanmar Co., Ltd

Dated this ....

Form (26)

[illegible]

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ရက-၇(ခ)/န-၅၂၅/၂၀၁၄(၂၀၆၉-၆)

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ် ဖေဖော်ဝါရီလ ၂၆ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့

တင်ပြသည့်အမှာစာ

အကြောင်းအရာ။ **နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေသစ်အရ မြေငှားကာလ သက်တမ်းတိုးမြှင့်ခွင့် ပြုပါရန် တင်ပြခြင်းကိစ္စ**

၁။ Hoang Anh Gia Lai Myanmar Co.,Ltd. (HAGL Myanmar) သည် ရန်ကုန်မြို့ အမှတ် ၁၉၂၊ ကမ္ဘာအေးဘုရားလမ်း၊ ဗဟန်းမြို့နယ် မြေဧက (၁၈.၁၃၁) တွင် တည်ရှိပြီး နိုင်ငံ တကာအဆင့်မီ ဟိုတယ်လုပ်ငန်းနှင့် စီးပွားရေးအဆောက်အဦများ ဆောက်လုပ်၍ ငှားရမ်းခြင်း လုပ်ငန်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ခွင့်ပြုမိန့်အမှတ်(၅၂၅/၂၀၁၂) ၃၀-၁၁-၂၀၁၂ ဖြင့် လုပ်ငန်းဆောင်ရွက်ခွင့် ပြုခဲ့ပါသည်။

၂။ လုပ်ငန်း၏ စုစုပေါင်း ရင်းနှီးမြှုပ်နှံမှုပမာဏမှာ အမေရိကန်ဒေါ်လာ ၄၄၀ သန်း ဖြစ်ပြီး ၎င်းတွင် ငွေသား အမေရိကန်ဒေါ်လာ ၁၈.၉၂၅ သန်း၊ စက်ပစ္စည်း တန်ဖိုး အမေရိကန်ဒေါ်လာ ၂၀.၉၇၄ သန်း၊ Sanitary Ware တန်ဖိုး အမေရိကန်ဒေါ်လာ ၁၀.၃၀၄ သန်း၊ စက်ကိရိယာ (Tools)တန်ဖိုး အမေရိကန်ဒေါ်လာ ၁၅.၇၃၆ သန်း၊ ရုံးအသုံးအဆောင်ပစ္စည်း တန်ဖိုး အမေရိကန် ဒေါ်လာ ၀.၃၀၇ သန်း၊ စီမံကိန်းလုပ်ငန်းသုံးငွေ အမေရိကန် ဒေါ်လာ ၉.၀၄၀ သန်း၊ မြေအသုံးပြုခ ပရီမီယံကြေး အမေရိကန်ဒေါ်လာ ၅၄. ၁၉၃ သန်း နှင့် အဆောက်အဦ တန်ဖိုး အမေရိကန်ဒေါ်လာ ၃၁၀.၃၂၁ သန်း တို့ပါဝင်ပါသည်။ ယခုအချိန်ထိ အမေရိကန်ဒေါ်လာ ၆၈.၀၇၅ သန်း ရင်နှီးမြှုပ်နှံပြီးဖြစ်ပါသည်။ တည်ဆောက်ရေးကာလမှာ ၆နှစ် ဖြစ်ပါသည်။

၃။ ဟိုတယ်နှင့်ခရီးသွားညွှန်ကြားမှုဦးစီးဌာန နှင့် Hoang Anh Gia Lai Myanmar Co., Ltd. တို့သည် နှစ်ဖက်သဘောတူ BOT စာချုပ် နှင့် Lease Agreement များကို ၁၈-၁၂-၂၀၁၂ ရက်နေ့တွင် စာချုပ်ချုပ်ဆိုခဲ့ပြီး လုပ်ငန်းများ အကောင်အထည်ဖော် ဆောင်ရွက်လျက်ရှိပါသည်။

၄။ ယခုအခါ Hoang Anh Gia Lai Myanmar Co., Ltd. မှ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒသစ် ပုဒ်မ(၃၁)၊(၃၂)တို့အရ မြေငှားကာလကို ကနဦး နှစ် ၅၀ နှင့် ဆက်တိုက် ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုးဖြင့် စုစုပေါင်း နှစ် ၇၀ သက်တမ်းတိုးမြှင့်ခွင့်ပြုရန် တင်ပြလာပါသည်။

၅။ **စိစစ်တင်ပြချက်**

(က) ၁၈-၁၂-၂၀၁၂ နေ့တွင် ဟိုတယ်နှင့်ခရီးသွားညွှန်ကြားမှုဦးစီးဌာနနှင့် Hoang Anh Gia Lai Myanmar Co., Ltd. တို့နှစ်ဖက်သဘောတူ ချုပ်ဆိုသော

ကန့်သတ်

BOT စာချုပ်အရစီမံကိန်းအဆင့် ၁ ၏ ပထမဆုံးအဆောက်အဦကို တရားဝင်ဖွင့်လှစ်သည့်နေ့မှစ၍ ကနဦး နှစ် ၃၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ဖြင့် ထပ်မံ၍ ၁၅ နှစ် ၂ ကြိမ် စုစုပေါင်း နှစ် ၆၀ သက်တမ်းတိုးခွင့်ရှိကြောင်း စာချုပ်တွင် ဖော်ပြပါ ရှိပါသည်။

(ခ) ဟိုတယ်နှင့်ခရီးသွားလာရေးလုပ်ငန်းဝန်ကြီးဌာနမှ စီမံကိန်းအဆင့် ၁ ၏ ပထမဆုံး အဆောက်အဦကို တရားဝင်ဖွင့်လှစ်သည့်နေ့မှစ၍ နှစ် ၅၀ နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ဖြင့် ထပ်မံ၍ ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုးခွင့်ကို သတ်မှတ်ပေးနိုင်ကြောင်းတင်ပြထားပါသည်။

(ဂ) ကုမ္ပဏီသည် ငွေကြေး အထောက်အထားအဖြစ် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနှင့် ကူးသန်းရောင်းဝယ်ရေးဘဏ်တွင် အမေရိကန်ဒေါ်လာ ၆၈.၀၇၅ သန်း ရှိကြောင်း တင်ပြထားပါသည်။

၆။ သို့ဖြစ်ပါ၍ Hoang Anh Gia Lai Myanmar Co., Ltd. မှ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေသစ် ပုဒ်မ(၃၁)၊(၃၂)တို့အရ မြေငှားကာလကို ကနဦး နှစ် ၅၀ နှင့် ဆက်တိုက် ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုးဖြင့် စုစုပေါင်း နှစ် ၇၀ သက်တမ်းတိုးမြင့်ခွင့်ပြုရန် ဟိုတယ်နှင့်ခရီးသွားလာရေး လုပ်ငန်းဝန်ကြီးဌာနမှ တင်ပြလာခြင်းအပေါ် လမ်းညွှန်မှုခံယူအပ်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အောင်နိုင်ဦး၊ ညွှန်ကြားရေးမှူးချုပ်)

HAGL Memo 3.docx